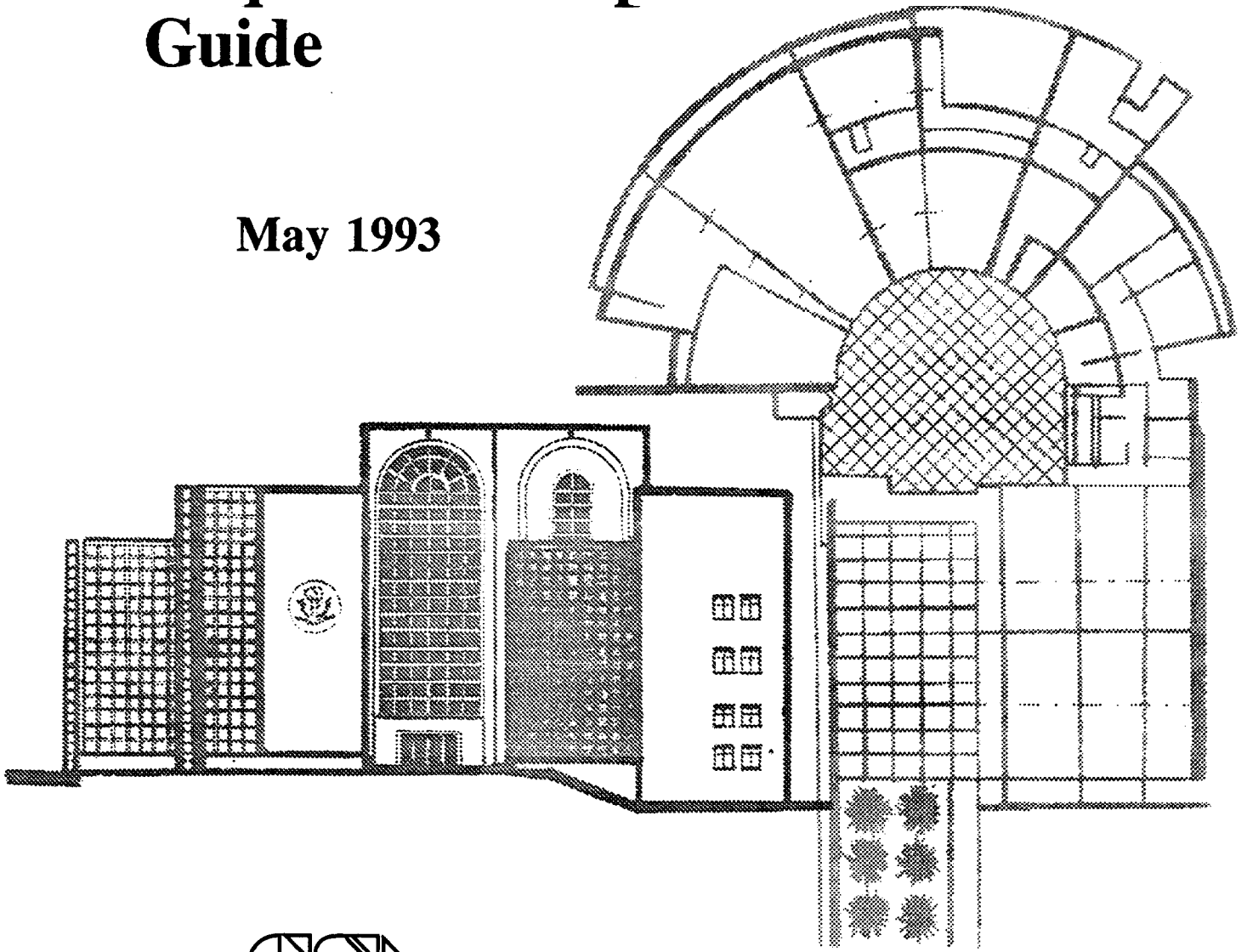


Construction Management Request for Proposals Guide

May 1993



PBS-PQ231

Public Buildings Service
General Services Administration

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INTRODUCTION

Construction Management (CM) Request for Proposals (RFP) Guide

Purpose. This guide is intended to serve as a model contract for the procurement of CM services on major design and construction projects in the Public Buildings Service.

Procurement Approach. The CM RFP Guide can be used for either source selection or Brooks Act procurement approaches.

Editing. To facilitate editing “specifier” notes have been provided throughout the guide in italics. For ease of identification, editing choices and fill-ins have been shown in square brackets. Specifiers are encouraged to make any other editing changes desired to suit individual project circumstances.

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PART 1 - PROJECT REQUIREMENTS

SECTION A - SOLICITATION/CONTRACT FORM

Specifier:

If Source Selection procedures are being used insert completed Standard Form 33 here.

If Brooks Act procedures are being used insert Standard Form 252.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. DESCRIPTION OF SERVICES. The prices offered below are to cover all construction manager services described in this solicitation, including management, supervision, labor, materials, supplies and equipment (except as otherwise provided). See C. I., Project Description, for a complete description of the construction scope of work. See C.2. through C.5. for a detailed statement of CM services.

B.2. LUMP SUM PRICES OFFERED. The lump sum prices offered below are for CM services performed under the specific project phases shown. The lump sum prices are to include all supervision, labor salaries, benefits, overhead, management, including materials, equipment relocation costs, supplies, and profit (except as otherwise provided), for successful performance of all specified work including the work performed by the CM's core staff, the CM's other employees, and the CM's consultants and subcontractors. Offerors' lump sum prices are to include all services except those identified as supplemental under B.S., Supplemental Services. The Government's evaluation of options for award purposes will not obligate the Government to exercise those options.

Specifier: Edit the phases below to correspond with the services required, i.e., those that will be performed under a base contract and those that will be options.

Design Phase Services, Total (Base Contract)	\$ _____
Concept Design Phase	\$ _____
Design Development Phase	\$ _____
Construction Documents Phase	\$ _____
Procurement Phase Services (Option)	\$ _____
Construction Phase Services (Option)	\$ _____
Total Lump Sum Price	\$ _____

B.3. UNIT COSTS OFFERED. The unit costs offered below are for supplemental services. Unit costs for "design" will be considered effective through the design and procurement phases. Unit costs for "construction" will become effective after the date of construction award. The unit costs offered will be used: (1) for price proposal evaluation purposes, and (2) to price delivery orders for additional supplemental services. The GSA estimated manhours presented below are for evaluation purposes only. They do not reflect the actual hours that may be used for supplemental services. These manhour rates shall include all salaries, benefits, overhead, profit, management, and all office support for the entire phase of the contract. A price must be provided for each discipline listed to be considered for award. Do not add, delete or change any of the disciplines/labor categories.

Specifier: Tailor the discipline/ labor categories and the GSA estimated manhours on the schedule below to suit the specific project.

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----- DESIGN PHASE -----				--- CONSTRUCTION PHASE ---		
DISCIPLINE/ LABOR CATEGORIES	GSA ESTD MANHRS	OFFEROR'S MANHOUR RATES	OFFEROR'S EXTENDED COSTS	GSA ESTD MANHRS	OFFEROR'S MANHOUR RATES	OFFEROR'S EXTENDED COSTS
Construction Executive	[20]	\$_____.	\$_____.	[60]	\$_____.	\$_____.
Quality Control Sup't	[40]	\$_____.	\$_____.	[120]	\$_____.	\$_____.
Sr. Gen'l Engineer/Architect	[40]	\$_____.	\$_____.	[80]	\$_____.	\$_____.
Architect	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Mechanical Engineer	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Electrical Engineer	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Civil Engineer	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Structural Engineer	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Firesafety Engineer	[40]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Scheduler	[10]	\$_____.	\$_____.	[20]	\$_____.	\$_____.
Estimator	[40]	\$_____.	\$_____.	[60]	\$_____.	\$_____.
Secretary/Clerk	[10]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Mechanical Inspector	[0]			[80]	\$_____.	\$_____.
Electrical Inspector	[0]			[80]	\$_____.	\$_____.
Civil Inspector	[0]			[80]	\$_____.	\$_____.
Structural Inspector	[0]			[80]	\$_____.	\$_____.
General Inspector	[0]			[80]	\$_____.	\$_____.
Testing Engineer	[0]	\$_____.	\$_____.	[80]	\$_____.	\$_____.
Testing Technician	[0]	\$_____.	\$_____.	[160]	\$_____.	\$_____.
Space Planner	[30]	\$_____.	\$_____.	[80]	\$_____.	\$_____.
Geotechnical Engineer	[10]	\$_____.	\$_____.	[20]	\$_____.	\$_____.
Historic Preservationist	[20]	\$_____.	\$_____.	[20]	\$_____.	\$_____.
Archaeologist	[20]	\$_____.	\$_____.	[60]	\$_____.	\$_____.
Draftsman/CAD Operator	[20]	\$_____.	\$_____.	[40]	\$_____.	\$_____.
Industrial Hygienist	[0]	\$_____.	\$_____.	[30]	\$_____.	\$_____.
Environment Specialist	[20]	\$_____.	\$_____.	[20]	\$_____.	\$_____.
Subtotals		Design	\$_____.		Construction	\$_____.

Total Evaluated Unit Costs Offered \$_____.

Total Lump Sum Price (From B.2.) \$_____.

B.4. TOTAL EVALUATED PRICE PROPOSAL \$_____.

SECTION C - DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

CI. PROJECT DESCRIPTION, DEFINITIONS, AND REFERENCES.

C.1.1. Project Description.

Project Name: *[Insert Name, City, State, Project Number]*

Owner: *[Insert GSA, Region, City, State]*

Architect-Engineer: *[Insert Name, City, and State if known otherwise insert "To be selected"]*

Scope of Project: See Section J., **List of Attachments**, for *[Prospectus Development Study]*, *[A-E Scope of Work]*, *[Other documents]*, which are included by reference or in full text.

C.1.2. Schedule.	Estimated Design Start:	<i>[Insert date]</i>
	Estimated Design Complete:	<i>[Insert date]</i>
	Estimated Construction Start:	<i>[Insert date]</i>
	Estimated Construction Substantially Complete:	<i>[Insert date]</i>

C.1.3. Estimated Construction Cost Range: *[Insert lower and upper dollar value of cost range.]*

C.1.4. Abbreviations. The following abbreviations have been used throughout this solicitation.

A-E	Architect-Engineer
CEX	Construction Executive
C M	Construction Manager
CO	Contracting Officer
COR	Contracting Officer's Representative
PM	Project Manager
QCS	Quality Control Superintendent
TET	Testing Engineer/Technician

C.1.5. Definitions.

C.1.5.1. Architect Engineer (A-E). The A-E is the professional services contractor responsible to GSA for design of the project. The A-E may perform additional services for GSA during the construction phase such as technical consultation services and submittal/shop drawing review. The CM assists GSA in managing and administering the A-E contract and assists in coordinating and conducting design reviews.

C.1.5.2. Concept Design. The purpose of the concept design is to present basic design development strategies and proposed building massing, functional relationships, space allocations, schematic floor plan layouts, esthetics (including interiors), office environment, and technology, including environmental, fire protection, safety, accessibility, urban design, historic preservation (if appropriate), and corresponding concept cost submission.

C.1.5.3. Construction Documents. The construction documents are prepared to explain and describe in detail the design to potential construction contractors, for the initial purpose of bidding, and for the ultimate purpose of construction. Most project decisions will be made by this phase. The working drawings provide the construction details. The specifications provide the performance requirements of the materials.

C.1.5.4. Construction Executive (CEX). The CEX is the principle CM employee responsible for overall management, direction and accomplishment of CM activities on this project. The CEX may work part time on this project.

C.1.5.5. Construction Manager (CM). The CM is the contractor selected to assist the GSA project manager (PM) and the contracting officer (CO) in managing this design and construction project with an emphasis on meeting goals relating to schedule, budget scope, and quality. The CM provides management, technical, administrative, and quality control services to assist in achieving these goals.

C.1.5.6. Contracting Officer (CO). See FAR 52.202-1

C.1.5.7. Contracting Officer's Representative (COR). See FAR 52.202-1

C.1.5.8. Design Development. The design development phase will convey materials and building systems selections and sizes, layouts, and appearance of the facility. A design development cost estimate will be included in the submission.

C.1.5.9. General Condition Items. This term refers to the provision of facilities or performance of work which is indirectly related to construction. Such services may include, but are not limited to signs; safety barricades; cleaning; preparation for ceremonies, including associated minor construction activity; temporary toilets; fencing, cleaning temporary water, heat and electricity; permanent utility connections; installation of Government furnished items; general maintenance; and refuse disposal. If provided by the CM, general condition items are reimbursable and may be bid to subcontractors.

C.1.5.10. Inspector(s): Inspectors are responsible for performing field inspection work during construction, recommending approval/rejection of the construction contractor's materials, workmanship, and equipment; monitoring labor and safety provisions; maintaining inspection logs and records including lists of defects and omissions; and other related activities.

C.1.5.11. Quality Control Superintendent (QCS). The QCS is the CM employee designated as the key, on-site representative of the CM responsible for ensuring delivery of day-to-day quality management services to be provided by the CM under this contract.

C.1.5.12. **Supplemental Services.** This term refers to performance of additional services that may be required for which the Government will place delivery orders, based on the unit costs provided.

C.1.5.13. **Testing Engineer/Technician (TET).** The TET is an employee of the CM or a subcontracted laboratory responsible for performing specified testing services. The TET must be approved by the CO.

C.1.6. **References.** The following reference material or appropriate portions thereof will be made available to the CM by the Government on an as-required basis. The most recent editions of the referenced publications will apply.

Procurement and Administration of Design and Construction, Volume 1, Architect-Engineer, Construction Manager, and Related Contracts, PBS P 3420.1.A

Procurement and Administration of Design and Construction, Volume 2, Construction Contracts, PBS P 3420.2.A

Project Management in the Public Buildings Service, PBS 3425.12A

Facilities Standards for the Public Buildings Service, PBS-PQ100

- **[Value Engineering Program Guide for Design and Construction, Volume 2, Contracting Officers and Professional Service Contractors, PBS-PQ251]**
- **PBS Design Review Procedures for the Nationwide Design and Construction Program, PBS 3430.3**
- **[Design-Build Construction Within the Public Buildings Service, PBS 3400.15]**
- **[U.S. Courts Design Guide]**
- **[U.S. Border Station Design Guide]**
- **Federal Acquisition Regulation (FAR) 48 CFR CH 1.**
- **General Services Administration Acquisition Regulation, (GSAR) 48 CFR CH. 5.**
- **Estimating Construction Modifications, PBS P 3440.7**

[Other]

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C.2. STANDARD CM SERVICES.

C.2.1. CM Responsibilities.

C.2.1.1. General Responsibilities. The CM shall perform all the services required under (1) the base contract (2) options exercised, (3) supplemental delivery orders, and (4) modifications to the contract. The CM is responsible for providing the management, quality control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the best interests of the Government. The CM shall assist GSA achieve its goals with respect to the project's schedule, budget, scope and quality.

C.2.1.2. Services to be Provided. The CM will provide professional, technical, administrative and clerical personnel as needed to perform all required services including, but not limited to, those described in this solicitation. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The lump sum prices offered at B.2. shall include all services described in this solicitation, except those specifically designated as supplemental services. Supplemental services will be provided on the basis of priced delivery orders. See C.2.11., Supplemental Services.

C.2.2. CM staff.

C.2.2.1. Core CM Staff. The CM shall assign and dedicate personnel to this project sufficient to perform the duties described in these specifications. The core CM staff listed below by phase is the minimum GSA considers necessary to undertake the work. It is anticipated that the CM will supplement the core staff throughout all phases with other employees, consultants and subcontractors who will support the core staff on a daily basis and/or bring special skills and expertise to the project.

Specifier: Adjust the core CM staff to suit the specific project, considering the project's size and complexity, the nature of the work, logistical factors, and availability of in-house GSA resources.

Design Phase	1 Senior Gen'l Engineer/Architect 1 Architect
Procurement Phase	1 Quality Control Superintendent
Construction Phase	1 Quality Control Superintendent 1 Senior Gen'l Engineer/Architect 1 General Inspector 1 Secretary

C.2.2.2. CM Personnel. The CM shall submit for approval by the CO those professional employees proposed for this project. The information required is name, proposed position on the staff, and a detailed resume. The CO shall accept or reject personnel proposed by the CM. The CO shall have the right to ask for further evidence or documentation of ability or suitability of any employee by submission of additional

work samples or evidence, oral interview, testing, or other appropriate means. The CM shall make a timely and prompt resubmittal to provide other personnel required to replace any that are rejected by the CO, both at initial submittal or any subsequent rejection or substitution of personnel. The CM shall utilize the personnel identified in its [technical proposal] or [Standard Form 255] to perform services required under this contract.

C.2.2.3. Removal of CM Employees. The CO shall have the right to effect removal of any CM employee at any time during the duration of the contract if that employee is deemed not to be of the level of competence or ability required under the contract or if said employee is for any other reason found to be unsuitable for the work. In such case, the CM shall promptly submit the name and qualifications of a replacement.

C.2.2.4. Personnel Replacements. In the event that any personnel named in the [Technical Proposal] or [Standard Form 255] are unable to perform their duties due to death, illness, resignation from the CM's employ, the CO's request for removal, or similar reasons, the CM shall promptly submit to the CO, in writing, the name and qualifications of a proposed replacement. No substitution shall be made without prior approval of the CO. Any approved substitutions shall be made at no increase in the lump sum contract price; however, if the replacement provided by the CM is paid a lesser hourly wage or salary than the employee being replaced, a reduction shall be made in the lump sum contract price equivalent to the difference in the wage or salary multiplied by the full-time equivalent work hours remaining in the contract for the affected position, plus overhead and profit. In addition, if positions are prematurely vacated, for whatever reason, a reduction shall be made in the lump sum contract price equivalent to the salary or wage of the departed employee, plus overhead and profit, for the period of vacancy. For purposes of contract price adjustments, wages and salaries referred to are those contained in the CM's price proposal. Because the successful offeror is selected on the quality of his proposal, not necessarily the lowest price, any proposed replacement personnel shall be of the same general background and level of experience as the evaluated personnel.

C.2.2.5. Failure to Provide Qualified Personnel. Repeated failure or excessive delay by the CM to provide qualified personnel that meet the stated requirements and are acceptable to the Government to perform services contracted for may be deemed sufficient reason by the CO to terminate work under this contract in whole or in part, which termination shall be as provided in the Termination Clause of this contract.

C.2.2.6. Special Personnel Qualifications. Special personnel required for supplementary services outside of the scope of regular services shall have qualifications as recommended and approved by the CO appropriate to the nature of the service being provided.

C.2.2.7. Subcontractors and Consultants. Any subcontractor or consultant required by the CM in connection with services covered by this contract shall be approved in writing by the CO prior to commencing work. Any substitution of approved subcontractors and consultants shall likewise be subject to prior approval of the CO.

C.2.2.8. Orientation of Personnel. [The CM shall send approved key personnel to the GSA Regional Office for [_] days of orientation in procedures and policies. Subsequent to orientation, it shall be the responsibility of the CM to provide] *or* [It shall be the responsibility of the CM to provide] orientation to CM employees, subcontractors, and consultants in the performance of this contract. The CM shall ensure that all personnel are knowledgeable of applicable Government regulations, procedures, policies, and requirements of

this contract affecting the conduct of their work. Orientation shall be arranged immediately after acceptance of qualifications of key personnel, when options are exercised for additional phases, as required by personnel changes, and/or at other times at the discretion of the CO.

C.2.3. Record Keeping and Progress Reports.

C.2.3.1. Record Keeping. A primary responsibility of the CM is to prepare correspondence and other documentation and to maintain accurate and detailed records of the project's progress during each phase. The CM is to maintain records so as to facilitate document storage and retrieval. See C.3., C.4, and C.5., Design, Procurement, and Construction Phase Services for specific documents, files, logs, etc.

C.2.3.2. Progress Reports. The CM will prepare periodic reports for GSA to document project actions and to keep GSA managers apprised of progress. The reports cover such topics as the schedule, budget, submittals, modifications, clarifications, meetings, etc. The CM maintains frequent contacts by telephone, site visits, meetings, etc, with all parties involved with the project and submits prepared progress reports to the COR. See C.3., C.4, and C.5., Design, Procurement and Construction Phase Services for specific contents and frequency of reports.

C.2.4. Master Project Schedule. Within 30 days after award of this contract, the CM will submit to the CO a system to effectively plan for and report on the status of the project. The system shall include [manual] *or [computer-generated]* milestones *[and an initial master Critical Path Method (CPM) milestone schedule]* of approximately 25 to 50 activities. The CM will update the master schedule monthly, or as required by the COR, and submit to the COR not later than the [5th] working day of each month. See C.3., C.4. and C.5., Design, Procurement, and Construction Phase Services for specific scheduling requirements.

C.2.5. Budget Control. The GSA PM has overall responsibility for monitoring the project budget. The CM assists the PM in monitoring the budget by maintaining budget records and reporting on the status of the budget in the CM's monthly progress reports. The monthly report includes construction costs and related administrative costs in a format that includes actual obligations and projected obligations against available funds. The COR will specify the specific content and format for budget reporting for each phase of the project. The CM will monitor the status of the budget continuously, advising the COR of observed shortfalls or potential shortfalls.

C.2.6. Meetings. The CM will schedule and conduct meetings as necessary and as directed by the GSA PM, COR or CO. In conjunction with meetings, the CM will schedule and arrange for meeting places; provide advanced notice of meetings to attendees; prepare and distribute agenda to all attendees prior to meetings; and chair meetings, addressing all old and new business, recording minutes and controlling discussions to focus on results and the resolution of problems. See specific meeting and conference requirements under Design, Procurement, and Construction phase services.

C.2.7. Office Facilities.

Specifier: Adapt language in C.2.7. to suit specific project circumstances, i.e., describe the space, computer systems, other equipment and furnishings the CM is to provide GSA. If GSA will provide space equipment or furniture to the CM describe such Address all phases.

C.2.7.1. CM Staff. The CM is responsible for providing on-site office facilities space with heat/cooling, plumbing, toilet facilities telephones, janitorial services physical security, furniture and supplies, etc. as required for the CM's staff.

C.2.7.2. GSA Staff. The CM is to provide on site private office space, with continuous adequate heating and cooling, for use by GSA personnel, equipped with computer hardware and software compatible with the system used by GSA, copier and facsimile machines with all related maintenance and supplies, two standard desks with lockable drawers, two executive chairs with rollers two lockable file cabinets each with four drawers, one 36" x 42" plan table with tilting top, one plan rack, two telephones, janitorial services and physical security. The CM also is to provide a conference room with table and chairs to accommodate up to 18 people which may be shared with the CM.

C.2.8. Travel. Travel necessary to perform services described in this contract and relocation costs are to be included in the lump sum prices. If CM personnel are required to travel during performance of the contract for reasons that could not be anticipated prior to award or to satisfy unforeseen project requirements, such travel must be authorized in advance by the CO in order to be reimbursed. The CM will be required to furnish written evidence of costs incurred, including receipts, vouchers, etc. Allowable travel amounts cannot exceed the allowable per diem rates in the Federal Travel Regulations in effect at the time the contract is awarded.

C.2.9. Relationship With Other Contractors.

C.2.9.1. Architect-Engineer (A-E). Nothing in this contract shall be construed to mean that the CM assumes any of the contractual responsibilities or duties of the architect-engineer. The A-E solely is responsible for the project design and shall perform all design related services in accordance with its contract with the Government.

C.2.9.2. Construction Contractor. Nothing in this contract shall be construed to mean that the CM assumes any of the contractual responsibilities or duties of the construction contractor. The construction contractor solely is responsible for construction means, methods sequence and procedures used in the construction of the project and for related performance in accordance with its contract with the Government,

C.2.10. **Limitations on Authority.** Certain actions are reserved for the Government and shall not be performed by the CM, they include the following

- Authorize deviations from the construction contract documents.
- Approve or authorize substitutions of materials or equipment.
- Expedite the work of the A-E or construction contractor.
- Reject work or require special inspection or testing.
- Order the A-E or construction contractor to stop work or any portion thereof,
except for life threatening situations.
- Grant a time extension.
- Obligate an expenditure of Government funds.
- Terminate the A-E or construction contracts.
- Execute change orders.

C.2.11. **Supplemental Services.** Individual delivery orders will be issued as requirements occur for supplemental services. Such orders will specify work to be performed and will be priced according to the unit prices offered under B.3., Unit Costs, for the effective project phase. Each work order will be priced and will contain a time of performance determination. The terms and conditions of the basic contract apply to supplemental services performed. The services that will be provided on a supplemental basis are listed below.

Specifier: Adjust list to suit specific project needs.

- Additional design reviews beyond those specified (See C.3.3.1)
- Claims processing (See C.5.13.2)
- Conducting tests (See C.5.10.2)
- Site surveys
- Special studies
- Expert testimony
- Drafting/CAD) services
- Tenant relocation services
- Additional services resulting from an expansion of the project scope

PART I
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C.3. DESIGN PHASE SERVICES.

C.3.1. General CM Responsibilities The CM assists GSA during the design phase by coordinating and managing design development. The CM is expected to work with the A-E and GSA in a cooperative team effort to develop a quality design. Most design problems and issues can be resolved directly between the A-E and the CM. However, the A-E has no contractual obligation to respond to issues raised by the CM, and has responsibility for the final project design. The CM is to notify the COR of all issues brought to the attention of the A-E and the A-E's response to each. The CM notifies the COR if submissions appear inadequate. Most importantly, the CM makes the COR aware of any issues that have the potential to jeopardize the project's goals relating to schedule, cost quality or scope. The CM's principal tasks during the design phase are as follows:

- Monitoring A-E progress
- Coordinating design reviews
- Reviewing designs
- Reviewing cost estimates
- Controlling schedules
- Keeping records
- Reporting on progress
- Resolving problems
- *[Participating in] or [Conducting] VE exercises*
- Performing administrative and other services

C.3.2. Monitoring A-E progress. The CM ensures that the A-E provides all deliverables and submissions required by the A-E contract. The CM reviews each submittal to verify that the contents conform to the scope of services of the design contract. The CM also monitors the A-E's work for timeliness, quality, and conformance to budget, alerting GSA if, and as soon as, any deficiencies are observed.

C.3.3. Design Review. The CM will coordinate all design reviews for GSA.

C.3.3.1. Submissions. The CM is expected to conduct reviews appropriate to the level of design development. The CM will assist GSA with design reviews on the following A-E submissions:

Specifier: List here the submissions the CM is expected to review consistent with the deliverables specified in the A-E contract.

- [Site survey, Pre-concept, **or** design program, etc.]
- [Concept Design]
- [Design Development]
- [Intermediate Construction Drawings]
- [Final Construction Drawings]
- *[Other]*

If GSA requires additional reviews beyond those listed above, they will be considered supplemental services i.e., a delivery order will be issued by the CO.

C.3.3.2. Types of Design Reviews. GSA requires that A-E design submissions undergo three general types of design review.

Owners Review. GSA performs an owners review to ensure that established functional and spatial requirements of the project are satisfied. The CM *[will]* or *[will not]* be required to assist GSA conduct the owners review.

Regulatory Review. GSA also conducts regulatory reviews to ensure that the proposed design complies with applicable regulations, codes, and standards. The CM *[will]* or *[will not]* be required to assist GSA conduct the regulatory review.

Constructability Review. The CM is primarily responsible for conducting the constructability review. The primary elements of a constructability review are listed below

- Materials, processes, equipment and labor are appropriate, available, non-proprietary, and comply with buy American Act provisions
- Drawings are complete and coordinated among disciplines
- Defects, conflicts, ambiguities or lack of clarity in documents are identified for correction
- Drawings are coordinated for multiple bid packages
- Site accommodates access, logistics, and storage
- Existing conditions are shown correctly and adequately
- Specified occupiable to net efficiencies are achieved
- Construction duration and phasing of bid packages is reasonable
- Use of bid options and unit prices are logical
- All required construction work is included in the contract documents
- Selected building systems are compatible and viable
- Construction details are workable
- General condition items are properly addressed (if applicable)

C.3.3.3. Design Review Procedure. Shortly after award and prior to the first scheduled design review, the CM will prepare and submit to the COR for approval a procedure for conducting all design reviews required under this contract. The procedure will include a list of participants, the responsibilities of participant a detailed schedule of review activities consistent with the turn-around periods in the A-E contract, and the physical location of design reviews. The CM will coordinate all design reviews, conduct reviews, and prepare design review reports consistent with the approved procedure.

C.3.3.4. Design Review Reports. For each specified design submission from the A-E, [the CM will prepare a constructability review report and a cost review report for the COR. The COR will transmit the constructability review comments and the cost review comments along with GSA's owner and regulatory review comments] or [the CM will consolidate all design review comments into a single design review report including the CM's cost estimate review comments and GSA's owner and regulatory review comments. The report will be submitted to the COR for signature and transmission] to the A-E for action.

C.3. DESIGN PHASE SERVICES.

C.3.1. General CM Responsibilities The CM assists GSA during the design phase by coordinating and managing design development. The CM is expected to work with the A-E and GSA in a cooperative team effort to develop a quality design. Most design problems and issues can be resolved directly between the A-E and the CM. However, the A-E has no contractual obligation to respond to issues raised by the CM, and has responsibility for the final project design. The CM is to notify the COR of all issues brought to the attention of the A-E and the A-E's response to each. The CM notifies the COR if submissions appear inadequate. Most importantly, the CM makes the COR aware of any issues that have the potential to jeopardize the project's goals relating to schedule, cost quality or scope. The CM's principal tasks during the design phase are as follows:

- Monitoring A-E progress
- Coordinating design reviews
- Reviewing designs
- Reviewing cost estimates
- Controlling schedules
- Keeping records
- Reporting on progress
- Resolving problems
- *[Participating in] or [Conducting] VE exercises*
- Performing administrative and other services

C.3.2. Monitoring A-E progress. The CM ensures that the A-E provides all deliverables and submissions required by the A-E contract. The CM reviews each submittal to verify that the contents conform to the scope of services of the design contract. The CM also monitors the A-E's work for timelines quality, and conformance to budget, alerting GSA if, and as soon as, any deficiencies are observed.

C.3.3. Design Review. The CM will coordinate all design reviews for GSA.

C.3.3.1. Submissions. The CM is expected to conduct reviews appropriate to the level of design development. The CM will assist GSA with design reviews on the following A-E submissions

Specifier: List here the submissions the CM is expected to review consistent with the deliverables specified in the A-E contract.

- [Site survey, Pre-concept, **or** design program, etc.]
- [Concept Design]
- [Design Development]
- [Intermediate Construction Drawings]
- [Final Construction Drawings]
- *[Other]*

If GSA requires additional reviews beyond those listed above, they will be considered supplemental services, i.e., a delivery order will be issued by the CO.

C.3.3.2. Types of Design Reviews. GSA requires that A-E design submissions undergo three general types of design review.

Owners Review. GSA performs an owners review to ensure that established functional and spatial requirements of the project are satisfied. The CM *[will]* or *[will not]* be required to assist GSA conduct the owners review.

Regulatory Review. GSA also conducts regulatory reviews to ensure that the proposed design complies with applicable regulations, codes, and standards. The CM *[will]* or *[will not]* be required to assist GSA conduct the regulatory review.

Constructability Review. The CM is primarily responsible for conducting the constructability review. The primary elements of a constructability review are listed below

- Materials, processes, equipment and labor are appropriate, available, non-proprietary, and comply with buy American Act provisions
- Drawings are complete and coordinated among disciplines
- Defects, conflicts, ambiguities, or lack of clarity in documents are identified for correction
- Drawings are coordinated for multiple bid packages
- Site accommodates access, logistics, and storage
- Existing conditions are shown correctly and adequately
- Specified occupiable to net efficiencies are achieved
- Construction duration and phasing of bid packages is reasonable
- Use of bid options and unit prices are logical
- All required construction work is included in the contract documents
- Selected building systems are compatible and viable
- Construction details are workable
- General condition items are properly addressed (if applicable)

C.3.3.3. Design Review procedure. Shortly after award and prior to the first scheduled design review, the CM will prepare and submit to the COR for approval a procedure for conducting all design reviews required under this contract. The procedure will include a list of participant the responsibilities of participants, a detailed schedule of review activities consistent with the turn-around periods in the A-E contract, and the physical location of design reviews. The CM will coordinate all design reviews, conduct reviews, and prepare design review reports consistent with the approved procedure.

C.3.3.4. Design Review Reports. For each specified design submission from the A-E, [the CM will prepare a constructability review report and a cost review report for the COR. The COR will transmit the constructability review comments and the cost review comments along with GSA's owner and regulatory review comments] or [the CM will consolidate all design review comments into a single design review report including the CM's cost estimate review comments and GSA's owner and regulatory review comments. The report will be submitted to the COR for signature and transmission] to the A-E for action.

C.3.4. Cost Estimate Review. The A-E will prepare and update all required cost estimates for the cost of construction at each stage of design development. The estimates will follow the formats and procedures prescribed in PBS P 3440.5, Reject Estimating Requirements. The A-E is contractually obligated to design the project to within a specified cost limitation. The CM will review, analyze, and assess each estimate submitted by the A-E. The CM's cost review should cover:

- Unit costs are reasonable
- Quantity takeoffs are accurate
- All design elements are included
- Level of detail is appropriate to design stage
- Formats are correct
- Cost escalation factors are properly applied
- Balance of costs among building systems are acceptable
- Up-to-date scope modifications are reflected
- Overall project costs are within the project cost limitation

The CM will prepare a cost estimate review report for each A-E design submission. Once approved by the COR, the cost report will be incorporated into the design review report. The CM will advise the COR if the A-E fails to submit any required cost estimates on time.

C.3.5. Schedule control. The initial design schedule will be prepared by the A-E and submitted to the COR for approval. The CM will review and make recommendations to the COR for acceptance or rejection of the A-E's schedule. The design schedule will include all major A-E milestone activities. Once approved, the CM will incorporate the A-E's design schedule into the master project schedule. The master schedule will identify activities, and show relationships between activities such as "develop concepts," "approve concepts" and "issue invitation for bids." At this stage construction can be shown as a single activity. The CM will add additional activities or elaborate on original activities to ensure that progress can logically proceed as planned. Working with the parties, the CM will update the master schedule monthly, or as required by the COR and submit to the COR not later than the 5th working day of each month. The CM will also assist GSA and the A-E to establish the appropriate construction period for the construction contract.

C.3.6. Record Keeping. The CM maintains file copies of all design submissions and review comments throughout the design phase. Such records will be organized and maintained so they are easily accessible. At the completion of design, such files will be turned over to GSA for record purposes. The file documents will consist of:

- A-E's formal design submissions
- Corresponding design review reports
- Minutes from design review meetings
- Formal VE reports
- A-E contract modifications
- Documentation of significant clarifications and decisions
- CM's monthly status reports

C.3.7. Progress Reports. Throughout the design phase of the project the CM shall prepare and submit a monthly status report to the COR. The report shall be submitted on or before the [5th] working day of each month in 8 1/2 x 11 format containing the following information:

- Summary of design submissions and reviews
- Summary of issues resolved, decisions reached, clarifications, instructions, etc.
- Summary of outstanding problems/issues
- Minutes from meetings during the month
- Cost control report
- Schedule summary

C.3.8. Problem Resolution. The CM will assist GSA in problem resolution during the design phase. The CM will make recommendations on how to correct problems with respect to constructability, cost estimates, and other administrative or technical matters, and will point out to the A-E any errors or omissions found. Routine design problems and issues usually can be resolved directly between the A-E and the CM. The CM should not take any action, however, that impinges on the A-E's professional and contractual responsibility for the design of the project. The CM will advise the COR immediately of any problem which the CM considers beyond its ability to resolve, particularly problems which have the potential for jeopardizing the project goals relating to schedule, cost, quality or scope.

C.3.9. Value Engineering. The CM will assist GSA in coordinating and conducting value engineering (VE) studies required during the design phase. Such VE studies will be conducted by a VE consultant engaged by GSA. The CM will participate in all VE studies and send a representative to each study as prescribed in the Value Engineering Program Guide for Design and Construction, Volume 2, Contracting Officers and Professional Service Contractors, PBS-PQ251. The CM's VE representative will be familiar with project development, design development and cost estimating processes. The representative will also have an understanding of the scope of the project and GSA's project goals. The representative will participate actively in and make contributions to the VE exercises. The representative will be a senior general engineer/architect or equivalent-level employee approved by the COR. Following the VE study the CM will assist GSA in evaluating VE proposals that emerge from the exercises. The CO will decide which proposals will be accepted. The CM will assist GSA and coordinate with the A-E to implement accepted proposals. VE studies will be conducted at the [design concept], [design development], *or [other]* design stages.

*Specifier: If the CM is to conduct the VE studies modify this C.3.9 accordingly.
Provide separate specifications on the desired VE studies. Require the CM to engage the services of a VE consultant. Require the CM to obtain CO approval of the VE consultant.*

C.3.10. **Other Services.** The services described in C.3., **Design Phase Services**, is not a complete list of the services the CM will perform. Throughout the design phase the CM will perform or assist GSA in performing other various tasks. Examples of other tasks required are scheduling and conducting periodic design progress meetings and other meetings as necessary or as requested by the COR, administering modifications to the A-E contract, processing A-E payment vouchers, and recommending liquidated damages amounts for the construction contract. The CM is responsible for performing all services required to assist GSA achieve its design goals including, but not limited to, the services described in this C.3., **Design Phase Services** and C.2., **Standard CM Services**. Those services clearly designated as supplemental services will be ordered separately. See B.5., **Supplemental Services**. If ordered, supplemental services will also be provided.

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PROJECT REQUIREMENTS

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C.4. PROCUREMENT PHASE SERVICES (OPTION).

C.4.1. Procurement Services. Following completion of the design by the A-E, the CO undertakes and is responsible for the procurement of construction, based on the approved bid documents. If this procurement phase option is exercised in writing by the CO, the CM will provide the services described here including, but not limited to, the following

Procurement Schedule. The CM will prepare a procurement phase schedule, to include all activities necessary to award a construction contract. Once the procurement phase schedule is approved by the CO, the CM will update and expand the master project schedule by incorporating the procurement phase activities.

Marketing. The CM will canvas the market to evaluate bidder interest and prepare a source list of potential bidders or offerors. At the request of the CO, the CM will suggest strategies for expanding competition by stimulating more bidder interest.

Pre-Bid Conference. Assist the CO as instructed in conducting a pre-bid conference for the benefit of potential bidders. The CM shall schedule the meeting, publicize the meeting, prepare an agenda, record minutes, take follow-up actions, or provide logistical or other administrative support.

Site Visits. Assist the CO as instructed in conducting site visit(s) for the benefit of potential bidders. The CM will be responsible for scheduling and/or publicizing the visit, recording questions and answers, taking follow-up actions and for providing logistical or other administrative support.

Amendments. The CM will assist the CO with the preparation of amendments to the solicitation package. The CM will coordinate activities with the A-E to get the amendment drafted, approved and distributed. If an amendment involves technical changes to the specifications or drawings, the CM will review the A-E's work for constructability, review cost/pricing impacts, and assess schedule impacts.

Bid/Offer Evaluation. The CM will prepare a technical analysis of bids/offers, compare and evaluate bids and proposals, and make recommendations to the CO regarding award of the construction contract.

C.4.2. Other Services. The services described in C.4., Procurement Phase Services, is not a complete list of the services the CM will be required to perform. During the procurement phase the CM will perform or assist GSA in performing other various tasks. Examples of other tasks are preparing correspondence for GSA, assisting in the preparation of procurement notices, and distributing information to potential offerors. The CM is responsible for performing all services required to assist GSA achieve its project goals, including, but not limited to the services described in this C.4., Procurement Phase Services and C.2., Standard CM Services. Those services clearly designated as supplemental services will be ordered separately. See B.S., Supplemental Services. If ordered, supplemental services will also be provided.

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PROJECT REQUIREMENTS

Construction Management
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C.5. CONSTRUCTION PHASE SERVICES (OPTION).

C.5.1. General CM Services. The performance period for the CM's construction phase services extends beyond the date of construction substantial completion into a post construction period. See F.2., Period of Performance. If this construction phase option is exercised in writing by the CO, the CM will assist GSA in performing the partial list of contract administration activities listed below

- Keeping records
- Reporting progress
- Controlling schedules
- Conducting meetings
- Processing submittals
- Processing progress payments
- Monitoring safety
- Inspecting
- Testing
- Responding to information requests
- Processing contract modifications
- Processing claims and claims prevention
- Monitoring labor provisions
- Performing photographic services
- Performing other services

C.5.2. Record Keeping. The CM will maintain at the job site, on a current basis, contract records including copies of all correspondence, submittals, progress reports, and related documentation throughout the duration of construction. Files will be logically organized and indexed according to a filing system provided by or agreeable to the COR. The records will be organized and maintained so they are easily accessible. Such files will be turned over to GSA for record purposes prior to close out of the CM contract. Examples of files to be maintained are:

- Correspondence
- Annotated submittals
- Formal and pending contract modifications with documentation
- Value engineering change proposals
- Claims and supporting documentation
- Minutes from progress meetings
- Approved payment vouchers
- Documentation of significant clarifications and decisions
- Inspection and progress reports
- CM's monthly status reports

C.5.3. Progress Reporting. The CM is to keep accurate and detailed written records of project progress during all stages of construction and prepare progress reports in the format and frequency required by GSA. The COR will provide or approve formats for periodic status reports, including daily diaries, weekly

reports, monthly status reports, etc. The CM will maintain a detailed daily diary of all events which occur at the job site or elsewhere which affect, or may be expected to affect, project progress. The CM will submit weekly reports to the CO on the status of construction, including updated copies of all logs maintained at the site for change orders, claims, submittals, etc. Monthly reports will be submitted on or before the [5th] working day of each month in 8 1/2 x 11 format including the following suggested information: Progress reports will be available to the CO at all times and shall be turned over to the CO on completion of this contract.

- Update of the master project schedule with analysis
- Percentage of construction in place, planned and actual
- Summary Budget Status
- Inspection report, list of deficiencies and omissions
- Summary of outstanding problems/issues
- Summary of issues resolved, decisions reached, clarifications, instruction etc.
- Summary report on submittals
- Progress Photos
- Minutes from meetings during the month

The COR will identify other required reports such as on-site logs and will furnish formats.

C.5.4. Schedule Control. The construction contractor is required to furnish GSA a detailed manual or automated schedule shortly after construction award. The CM will be required to review the contractor's schedule for GSA and recommend approval, rejection, or revision along with supporting rationale. The contractor's schedule should contain major contract milestones including dates for critical submittals, major equipment deliveries, major tests/inspections, and performance of work by special subcontractors or trades. The construction contractor's schedule [is] *or* [is not] required to be cost-loaded as the basis for making progress payments. The CM will review the contractor's schedule to ensure that the activities are comprehensive, that work flow is logical, that the schedule is not front-end loaded, and (if applicable) that activities are reasonably priced. Once approved by the CO the CM will incorporate the contractor's schedule into the master project schedule. The CM will also receive and review the contractor's periodic updates as submitted with each request for payment and recommend appropriate action. See C.5.7., **Progress Payments**. The CM will continuously monitor actual progress against the master schedule, identifying any delays or potential delays. If delays are encountered or anticipated, the CM will recommend contract enforcement actions to mitigate the delays and assist GSA with remedial follow-up actions.

C.5.5. Meetings. The CM will coordinate, schedule, and conduct the preconstruction conference; other meetings as necessary or as requested by the COR, and periodic progress meetings, and will record and provide minutes for each. See C.2.6., Meetings.

C.5.5.1. Preconstruction Conference. The CM will assist GSA conduct the preconstruction conference. [GSA] [The CM] will chair the preconstruction conference. Normally the conference will be attended by:

- CO, PM and/or COR
- CM CEX and QCS
- A-E representative(s)
- Construction contractor principals and superintendent
- Subcontractor representatives
- Facility manager or district manager
- Safety and Environmental Management representative
- Client representative(s)

A typical agenda for the preconstruction conference is as follows:

- Introductions of key personnel, roles and responsibilities
- Partnering (if applicable)
- Reject overview
- Site/building logistics
- Project schedule, CPM, delays, time extensions, liquidated damages
- Site safety
- Labor standard provisions
- Submittals
- Progress payments and cost breakdowns
- Questions and answers

C.5.5.2. Progress Meetings. The CM will assist GSA in conducting [weekly] [hi-weekly] progress meetings. The CM will [chair] [assist the COR chair] the meetings. The progress meetings should be held at or near the construction site. Normally the progress meetings will be attended by:

- COR
- CM QCS
- A-E representative
- Construction contractor superintendent
- Appropriate subcontractor representatives
- Facility manager or district manager, if appropriate
- Client representative(s), if appropriate

A typical agenda for the progress meetings is as follows:

- CPM or schedule update
- Old Business (CM lists on the agenda issues/problems/questions from prior progress meeting that remain unresolved. Issues that get resolved during the meeting are dropped, unresolved issues are carried over to the next meeting.)
- New Business

C.5.6. Submittals. The submittals required of the construction contractor (e.g., shop drawings, samples, certificates, catalog data, test reports, warranties, and operating manuals) are specified in the construction contract.

C5.6.1. Submittal Processing. The CM will develop a complete list of submittals from the construction contract for monitoring purposes. The CM will establish a submittal control system for processing all construction submittals. The CM's submittal control process will include target time periods for delivery, review, and return consistent with the review periods specified in the construction contract. The submittal control process will include initial delivery and distribution, logging, review, mark-up, approval / rejection, return distribution, resubmittal processing, and tracking/ monitoring. *[The A -E] or [GSA] will review submittals and recommend approval, approval as noted, or rejection.*

C.5.6.2. Submittal Processing Time. The CM is responsible for facilitating the review and approval of submittals so as to keep processing times to the minimum. Under the terms of the construction contract, the construction contractor will be required to prepare submittals in time to support corresponding construction activities, allowing sufficient time for GSA review. If delays are encountered or anticipated in the receipt of submittals or in the processing of submittals, the CM will develop strategies for mitigating the delays and assist GSA with remedial follow-up actions.

C.5.7. Progress Payments. The CM will assist GSA in processing payments by reviewing the contractor's payment invoices, reaching agreement with the contractor on any disputed items, and preparing payment vouchers for the signature of the CO/COR for the recommended payment amount. Final approval of the payment invoice will be by the CO or COR. The CM assists GSA in making payments in accordance with the Prompt Payment Act to avoid incurring interest on late payments.

C.5.8. Safety. The construction contractor is responsible for safety at the construction site. The construction contractor is also responsible for preparation of a safety plan and for carrying out the safety plan. The Safety and Environmental Management Branch of the Real Property Management and Safety Division is responsible for the administration of the safety and environmental program in GSA. The CM assists GSA in the review and approval of the contractor's safety plan. The CM monitors the contractor's safety program for conformance to the safety plan throughout the course of construction. CM inspectors shall consider safety a key element of their daily inspections. If the CM observes a safety condition that appears life-threatening, the CM shall immediately advise the COR or other GSA official. Normally stop work orders are issued by GSA. The CM is required to cooperate with officials of other agencies (Federal and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. If required, the CM will assist GSA in preparing accident and fire reports.

C.5.9. Inspection. The CM will inspect the construction contractor's workmanship, materials and equipment for conformity with requirements of the construction contract, i.e., against the contract drawings and specifications, subsequent contract modifications, and approved submittals. The CM will promptly report to the construction contractor, in writing, observed variances from the contract requirements with a copy to the COR. Advise the COR if the contractor fails to promptly remove, correct, or replace unacceptable construction work.

Throughout construction the CM will maintain an up-to-date list of defects and omissions. The CM will prepare and maintain inspection reports. GSA will conduct the final inspection with assistance from the CM.

C.5.10. Testing.

C.5.10.1. Monitor Testing. The construction contractor is responsible for conducting required tests and for submitting test results to GSA. The CM will review the construction contract and identify all tests that the construction contractor is required to perform and prepare a complete testing schedule. The CM's testing responsibilities include:

- Verifying that tests are conducted as scheduled
- Witnessing selected tests
- Checking test results
- Retaining test records
- Summarizing significant test results in progress reports
- Notifying GSA of test failures and planning corrective actions
- Overseeing corrective actions and retesting

C.5.10.2. Conduct Tests. The CM may be asked to perform independent or verification tests for GSA. Such tests may be performed by the CM's in-house staff if certified or by subcontract to a certified testing laboratory. Testing services as described in this C.5.10.2. are considered supplemental services, i.e., if required, a delivery order will be issued by the CO.

C.5.11. Information Requests. The CM coordinates responses to the contractor's information requests. The CM will consult with the A-E on technical matters or with GSA on administrative matters. The CM will prepare responses to information requests for the signature of the CO or COR. The CM is responsible for facilitating information requests so as to keep response times to a minimum. The CM will document the files with the final answers to information requests.

C.5.12. Contract Modifications. One of the primary functions of the CM is to assist GSA with the administration of modifications to the construction contract. The CM will avoid taking actions that commit additional Government funds or could be interpreted as authorizing modifications to the contract. The CM will develop a standard procedure for working with the construction contractor, the A-E, and GSA in processing modifications. The CM will perform or assist GSA in performing the steps in the modification process listed below:

- Determining the need for modification
 - Verifying that the modification is within the scope of the contract
- Defining the scope of the change
- Preparing an independent Government estimate
 - Preparing the request for a contractor's cost proposal
- Evaluating the contractor's proposal
 - Preparing a price analysis or a technical analysis
- Initiating a request for an audit if appropriate
- Estimating time impacts
- Obtaining A-E technical design input
- Assisting in negotiations with the contractor
- Preparing a price negotiation memorandum
 - Recessing through to approval and documentation of the final modification

The Government estimate is to be prepared independent of and prior to receipt of the contractor's price proposal. For modifications where the sum of the absolute value of adds and deducts exceeds \$100,000 the CM prepares a formal technical analysis as described in PBS P 3440.7, Estimating Construction Modifications. If appropriate, the CM will use CPM scheduling techniques to evaluate the impacts of modifications on the project schedule. The CM will maintain for GSA complete files of contract modifications (final and pending) and reflect modification costs in monthly status reports.

C.5.12.1. Value Engineering Change Proposals. Value engineering change proposals (VECP's) submitted by the construction contractor are processed similar to other contract changes, however, the Government and the construction contractor share in the cost savings. The CM reviews all VECP's submitted by the construction contractor, relying on a technical evaluation by the A-E, and recommends acceptance or rejection to the COR. The CM assists GSA in processing and administering VECP's. GSA will make final determinations on acceptance or rejection of VECP's.

C.5.12.2. Urgent Modifications. Urgent modifications are issued as price-to-be-determined-later (PDL) type modifications or as open price modifications. Such modifications are issued to authorize the contractor to proceed with changed work in the absence of a firm fixed price. PDL's are issued, based on the contractor's proposal, for a not-to-exceed amount that is to be negotiated later. Open priced modifications are issued for a not-to-exceed amount set by the CO for an amount based on the best Government estimate available. For PDL's and open price modifications, a target objective is to reach resolution on a final firm price before the associated work is 50 percent complete. The CM will observe the construction contractor's performance and keep detailed records of equipment, material, and labor utilized, the impact on unchanged work, and any other data or information pertinent to a determination of the amount of equitable adjustment of contract price and time of performance. The CM assists GSA in processing and administering PDL's and open price modifications, facilitating the earliest practical resolution of a firm fixed price.

C.5.13. Claims.

C.5.13.1. Claims Prevention. The CM assists GSA to prevent claims by being sensitive to the contractor's need for prompt responses. The CM will assist GSA in the quick resolution of disagreements that arise and similarly will not allow adversarial situations to escalate into claims.

C.5.13.2. Claims Processing. If a written claim is received the role of the CM is to assemble pertinent background information, analyze the merits of the claim, recommend to the CO which elements deserve entitlement or denial, prepare estimates of entitled damages if appropriate, assist GSA in negotiating with the contractor, and draft the CO's final decision and supporting findings. Claims services as described in this C.5.13.2 are considered supplemental services. i.e., if required, a delivery order will be issued by the CO.

C.5.14. Labor Provisions.

C.5.14.1. Labor Standards. The CM assists GSA to enforce the Labor Standards Revisions of the construction contract. The CM shall periodically conduct interviews with contractor and subcontractor employees to verify that workers are classified correctly and being paid wages that appear in the effective labor wage rate determination. The CM reviews payrolls received from the contractor and subcontractors to verify payment of required minimum wage rates. The CM assesses whether the number of helpers, laborers, trainees, and apprentices is excessive compared to the number of journeymen, and verifies that workers designated as apprentices are enrolled in bona fide apprentice programs. The CM also confirms that the construction contractor has posted the effective wage rate decision at the site. If labor violations are found, the CM assists GSA with corrective actions.

C.5.14.2. Subcontracting Plan. The CM shall [periodically verify][verify every six months of the construction contract period] that the Contractor's approved Subcontracting Plan is in effect. CM verification shall include reviewing Contractor records (such as subcontracting reports, source lists, contract guidelines, documentation of outreach efforts, etc.) and conducting interviews with Contractor and subcontractor employees. A letter report shall be prepared by the CM and sent to the GSA CO, summarizing the Contractor's subcontractor activity and the Contractor's adherence to goals within the Subcontracting Plan.

C.5.15. Photography. *Specifier: Tailor these paragraphs to suit specific project needs.* The CM is responsible for taking [progress], [final], [interior], [mechanical], and [video] photography on this project. All photographs and/or video tapes will be taken by a competent commercial photographer experienced in architectural photography. Each photograph/video will be labeled with at least the following

- Reject, Building, City, State
- Name of construction contractor
- Type of photograph (progress, special, final, etc.)
- Date taken
- Description of Weather Conditions
- Subject matter and view point
- Name of CM and photographer

C.5.15.1. **Progress.** Provide *[four]* separate shots each month of (black and white) *or* [color] progress photographs in sharp focus, approximately 8x10 inches, mounted on 8-1/2x11-inch hardboard. Photographs will be taken on the *[first]* working day of each month regardless of whether work was performed during the previous month. Photographs will be taken from points selected by the CO. The CM will provide the negative and [two] printed photographs of each view.

[C.5.15.2 **Final.** The CM will provide final color photographs when the project is complete, taken on a bright, sunny day. They will be produced with such professional and artistic skill to be suitable for exhibition. Exterior photographs will be taken from [four] points of view to be selected by the CO. *Specifier: Describe desired views, elevations, perspectives, etc. if known.* The CM will provide [two] interior photographs from points of view to be selected by the CO. *Specifier: Describe locations and perspectives, ie., lobbies, public spaces, typical work stations, etc. if known.* The CM will provide the negative and *[three]* printed photographs of each view.]

[C.5.15.3. **Mechanical and Electrical.** The CM will provide *[ten]* color final photographs of mechanical and electrical equipment taken from points selected by the CO. The CM will provide the negative and *[three]* printed photographs of each view.]

[C.5.15.4. **Video Photography.** The CM will provide color video cassette tapes, with sound, of construction work in progress, narrated to describe what is taking place. A minimum of one *[30-minute]* taped presentation per month shall be forwarded to the CO. At the conclusion of each *[6 month]* interval the CM will consolidate and provide to the CO a master tape of approximately [one hour] duration. The sequencing of all video tapes must be chronological and parallel the actual progress of construction. Taping segments must reflect continuity in viewpoints of various job locations so that progress comparisons can be observed.]

C.5.16. **General Condition Items.** If general condition items of work are required they will be performed on a separate reimbursable basis. The CM will be required to obtain at least 3 bids and award to the lowest responsible bidder subject to the approval of the CO. If general condition items are performed by the CM, additional provisions will be incorporated into the contract pertaining to Performance and Payment Bonds, Buy America Act, Labor Standards Provisions, and Davis-Bacon Wage Rates.

C.5.17. **Other Services.** The services described in C.5., **Construction Phase Services**, is not a complete list of the services the CM will be required to perform. Throughout the construction phase the CM will perform or assist GSA in performing other various tasks. Examples of other tasks required are monitoring the maintenance of as-built drawings by the construction contractor, verifying the qualifications of specialists employed by the contractor, or recommending solutions to delay problems encountered. The CM is responsible for performing all services required to assist GSA achieve its project goals, including, but not limited to, the services described in this C.5., Construction Phase Services and C.2., Standard CM Services. Those services clearly designated as supplemental services will be ordered separately. See B.5., Supplemental Services. If ordered, supplemental services will also be provided.

SECTION D - PACKAGING AND MARKING

D.1. **PROTECTION AND CARE.** The CM is responsible for properly protecting all sketches reports, models, and other submissions transmitted to the Government from the CM.

D.2. **PAYMENT OF POSTAGE AND FEES.** All costs incurred by the CM for postage and fees required for performance of this contract shall be paid by the CM.

D.3. **MARKING.** All information submitted to the CO or the COR shall clearly indicate the contract number of the contract for which the information is being submitted.

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SECTION E - INSPECTION AND ACCEPTANCE

EI. FAR AND GSAR CLAUSES.

Specifier: The CO is responsible for including here applicable FAR and GSAR provisions by reference or in full text.

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. PLACE OF PERFORMANCE. Professional services will be rendered as specified at the project site described in this contract at C.1.1., Project Description.

F.2. PERIOD OF PERFORMANCE. The base contract period commences with award of this CM contract and continues through to completion of design. If the procurement phase option is exercised, the period of performance will continue through to award of the construction contract. If the construction phase option is exercised, the period of performance will continue through until [6 months] after a notice of substantial completion is issued to the construction contractor. See C.1.2., Schedule.

Specifier: Establish the CM's construction phase period of performance in F.2. above to include the construction period plus a post construction period Establish the post construction period to accommodate typical extensions of construction time, correction of deficiencies and omissions resolution of claims, operational start-up, etc.

F.3. DELAY OF WORK UNDER OTHER CONTRACTS. If the performance of all or any part of the CM's work is, for an unreasonable period of time, suspended, delayed, or interrupted by changes, suspensions of work, differing site condition or other financially compensable causes under the A-E contract, construction contract, or other related Government contracts, an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance was delayed by the fault or negligence of the CM.

F.4. FAR AND GSAR CLAUSES.

Specifier: The CO& responsible for including here applicable FAR and GSAR provisions by reference or in full text.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1. RESPONSIBILITY FOR CONTRACT ADMINISTRATION.

G.1.1. Contracting Officer. The CO is the final authority in all contractual matters relating to this contract as well as to any design, construction or other type of contract associated with this contract. - The CO has overall responsibility for administration of this contract and is authorized to take action on behalf of the Government to amend, modify, or deviate from contract terms, conditions, requirements, Specification details, and/or delivery schedules. The CO may delegate certain other responsibilities to authorized representatives.

G.1.2. Contracting Officer Representative. [Name, Address, Telephone No.] has been designated as the COR to assist the CO in discharge of responsibilities when the CO is unable to be directly in touch with the contract work. Responsibilities of the COR include, but are not limited to, determining the adequacy of performance by the Contractor in accordance with terms and conditions of this contract acting as the Government representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work. All services to be provided under this contract shall be provided to the COR, except for those services reserved to the CO and identified as reserved in this contractor in the COR delegation of authority.

G.2. PAYMENT SCHEDULE. The lump sum prices for the design, procurement and construction phase options will apply over the periods described in F.2., Period of Performance, respectively. The lump sum price for construction phase services will be distributed as follows: [85] percent for the period prior to substantial completion; [15] percent for the [6 month] period following substantial completion.

Specifier: Selection from / edit the payment provisions below in G.3.

[G.3. PAYMENTS IN EQUAL MONTHLY INSTALLMENTS. Payments will be made in equal monthly installments by applying the lump sum prices for each phase over the performance period for each phase. See F.2., Period of Performance. Payments for services during the construction phase will be made by applying [85] percent of the lump sum price over the period prior to substantial completion and the remaining [15] **percent** over the [6 month] period following substantial completion. Supplemental services will be paid in installments scheduled by and agreed to by the CM and the CO. Payments for supplemental services will be invoiced separately at the discretion of the CO.]

or

[G.3. PAYMENTS ACCORDING TO SCHEDULE. Payments for CM services i.e., payments for services covered under the lump sum base contract and exercised options and for ordered supplemental services will be paid in installments scheduled by and agreed to by the CM and the CO. The payment schedule will be developed based on anticipated outlays by the CM. If requested by the CO, the CM will provide evidence to support anticipated outlays. The CO may require that the schedule of payments be linked to specific deliverable% the completion of certain activities, or the achievement of specified goals. Payments for supplemental services will be invoiced separately at the discretion of the CO.]

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G.4. INVOICING ADDRESS. Submit invoices to:

- [Name]
- [Title]
- [Office]
- [Complete mailing address]

G.5. DISPOSITION OF MATERIALS. Upon termination or completion of all work under this contract the CQM shall dispose of all materials produced in connection with the performance of this contract as may be directed by the CO, or as specified in other provisions of this contract. All materials produced, or required to be delivered under this contract become and remain the property of the Government.

G.6. GSAR CLAUSES.

GSAR 552.232-72 INVOICE REQUIREMENTS (APR 1989)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number: *Specifier: Insert ACT number.*

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

Specifier: List additional requirements.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

N O N E

PART I
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PART 2 - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

1.1. CLAUSES.

Specifier: The CO is responsible for including here applicable FAR and GSAR clauses by reference or in full text.

PART 2
CONTRACT CLAUSES

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PART 3 - LIST OF ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Specifier: List here documents that will be attached to this contract by reference or in full text that will provide supplemental information to prospective offerors, e.g.,

*[Prospectus Development Study]
[A-E Scope of Work]
[Project Management Plan]
[Housing Plan]*

PART 3
LIST OF ATTACHMENTS

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PART 4 - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

*Specifier: The CO is responsible for including here applicable FAR and GSAR clauses by
reference or in@ text.*

PART 4
REPRESENTATIONS AND INSTRUCTIONS

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L1. PROPOSAL PREPARATION INSTRUCTIONS. offerors will be required to submit a technical proposal and a cost proposal to be delivered at the time and to the place shown in the solicitation document. Four copies of the technical proposal and four copies of the cost proposal shall be prepared as two separate packages placed in separate sealed envelopes identified and appropriately marked as “Technical Reposal” and “Price Reposal” and then both placed in one sealed submission envelope. The submission envelope shall identify the solicitation number and title of the project in the lower left hand corner of the envelope.

Telephonic and telegraphic offers will not be accepted.

L.1.1. TECHNICAL PROPOSAL. *Specifier: This subparagraph L.1.4. Technical Proposal, is applicable for use with source selection procedures only. The information requested in the technical proposal represents the services, experience, and capabilities considered most important to manage and administer the [name of project] project. Offerors should submit written materials that accurately respond to the technical evaluation factors listed in Section M - Evaluation Factors for Award.*

Specifier: Include here instructions to offerors on the content and format of the technical proposal. For example:

- If past experience on similar projects is an evaluation factor, explain what type of experience GSA is seeking for this project and what information offerors need to submit to document their experience.*
- If key personnel is an evaluation factor, explain what proficiencies GSA is seeking for this project and what resume information is needed@ demonstrate proficiencies.*
- If management approach is an evaluation factor, explain what management expertise GSA is seeking for this project, if a management plan is desired, how the offeror is to present its proposed management approach.*

L1.2. PRICE PROPOSAL. The contents of the Price Reposal shall consist of :

- (1) Completed and signed solicitation document,
- (2) Completed Section K Representations and certifications, and
- (3) Pricing information required in Section B, “Supplies or Services and Prices/Costs.”

L.2. PREPROPOSAL CONFERENCE. *Specifier: This paragraph, L.3. Preproposal Conference, is applicable for use with source selection procedures only. (Optional). A preproposal conference will be held at which technical and contracting personnel will be available to discuss the scope of services and respond to questions. In order to facilitate responses and to expedite the conference, interested firms are requested to submit questions in writing to arrive at the address in block 7 of the SF-33 at least 3 days prior to the date of the conference. Questions relating to this RFP should specify the section, page, paragraph, etc. Clarifications and answers to questions must be provided to all offerors.*

L.3. ORGANIZATIONAL CONFLICTS OF INTEREST.

a. As defined in Subpart 9.5 of the FAR, an “organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract may, without some restriction on future activities (1) result in an unfair competitive advantage to the Contractor or (2) impair the Contractor’s objectivity in performing the contract work.

b. The CM will be significantly involved in development of the project scope of work, design review, procurement phase services, managing and inspecting construction and providing related technical support services. Therefore, an award to the CM of a contract for design services, construction services or consultant services for this project would result in a significant potential conflict of interest.

c. Accordingly, the successful CM contractor, including its subsidiaries and affiliates, shall not be eligible for award of a contract for A-E services, construction services or consultant services for this project, nor shall the CM be a subcontractor or consultant to the A-E, the construction contractor, or a consultant for this project.

d. The foregoing restrictions on the CM’s eligibility for future contract awards shall end when all work under the CM contract has been completed and accepted by the Government.

L.4. FAR AND GSAR PROVISIONS.

Specifier: The CO is responsible for including here applicable FAR and GSAR provisions by reference or in full text.

SECTION M - EVALUATION FACTORS FOR AWARD

Specifier: Section M. is applicable for use with source selection procedures only.

MI. EVALUATION OF PROPOSALS. The Government will make award to the responsible offeror whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and technical factors listed below considered, using the greatest value concept.

M.2. EVALUATION OF TECHNICAL PROPOSALS. Proposals will be evaluated based on the following technical evaluation factors.

Specifier: List here the technical evaluation factors that will be used on this Solicitation% indicating order of importance or relative weight. For additional guidance, refer to Source Selection Procedures, APD P 2800.2.

The technical evaluation factors:

- Should be tailored **to** the specific project so the Government's needs will be maximized,
- Should be limited to two or three in number impractical,
- Should be supportable by measurable evaluation standards that can easily be used for scoring,
- Should be developed or identified so that they will distinguish one offeror from another, and
- Should be developed by, or in consultation with, members of the Technical Evaluation Panel who will use them.

Do not list the supporting evaluation standards that will be used for scoring in this solicitation.

Examples of common, useful evaluation factors are:

- (1) Firm's past experience on similar projects,
- (2) Key personnel that will be assigned to project, and
- (3) Firm's management approach to project.

M.3. EVALUATION OF PRICE. Price is less important than the combined weight of the technical evaluation factors listed above. Price will be evaluated based on the Total Evaluated Price in Section B.

Specifier: For guidance on establishing the relative weight of price, see Source Selection Procedures, APD P 2800.2.

M.4. FAR AND GSAR PROVISIONS.

Specifier: The CO is responsible for including here applicable FAR and GSAR provisions by reference or in full text.

PART 4
REPRESENTATIONS AND INSTRUCTIONS

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NOTES